



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and Noble County, Indiana ("Client"), on December 22, 2003.

### PROFESSIONAL

The Schneider Corporation  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216  
317-826-7100

### CLIENT

Noble County Commissioners  
101 North Orange Street  
Albion, Indiana 46701  
(260) 636-7877

Project Name: GIS Development & Services

Common Location: Albion, Indiana

Sec/Twp/Rg: NA

County: Noble

Client intends to contract for **GIS Professional Services ("Project")**:

### **AGREEMENT**

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Client shall compensate Professional for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with Schedule of Fees.

6. **Payment Terms.** Government Client agrees to pay all fees within 60 days of the date of the invoice. Non-government Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year) for Non-Government Client. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
- A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
- B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule will be documented in a Contract Change Order, in the form attached hereto that will become a part of this Agreement. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving thirty days written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 60 days of the date of invoice, Professional reserves the right, after giving seven days notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Client may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
- A. In the event that the final project delivery is delayed due to reasons within the Professional's control, and the Client makes a request in writing, Professional shall be liable to the Client for up to \$1,000 per day following a 30 calendar day grace period. The Professional will not be liable for delayed performance caused by the failure of local project officials, agents of the local project officials, or any County subcontractor to supply to the Professional data or services in a timely manner; or any other reasons or causes not the fault of The Schneider Corporation.
10. **Limitation of Liability and Responsibilities.** The Client shall hold harmless and indemnify Professional from all loss, damage, costs and expenses which Professional may suffer or sustain which results from acts or omission or any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.
11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers converted from Client source documents are considered the property of the Client.

- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
- B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client or for third parties unless a restriction is set forth in the Scope of Services.
- C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
- D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
- E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for one (1) year, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
- F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
- G. TO THE FULLEST EXTENT ALLOWED BY LAW, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, THE COMPUTER FILES ARE PROVIDED "AS IS", AND PROFESSIONAL DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SATISFACTORY QUALITY.
- H. PROFESSIONAL SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR: LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, USE, PERFORMANCE OR FAILURE OF THE COMPUTER FILES, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND EVEN IF PROFESSIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. PROFESSIONAL'S LIABILITY TO CLIENT, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, SHALL NOT EXCEED THE FEES PAID TO PROFESSIONAL IN CONNECTION WITH THE CONTRACT.

12. **Assignment.** Neither Professional nor Clients shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
13. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. All reports, drawings, and any other documents, data or information prepared by Professional in conjunction with the services provided for under this Agreement shall remain the sole property of Professional, excluding the specific GIS data layers prepared under this contract unless otherwise specified.
14. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
15. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of **sixteen** pages together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**CLIENT**

Noble County, Indiana

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: December 22, 2003

**PROFESSIONAL**

The Schneider Corporation

By: \_\_\_\_\_

Print: Edward P. Jolliffe

Title: President

Date: December 22, 2003

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: GIS Development & Services**

Professional shall provide Client with services in connection with the Project as described below:

The intent of services provided under this contract is to assist Client with the development and/or maintenance of the Client's GIS. This may include consulting, technical support, programming, or the generation of additional layers.

**Scope of Work**

***Deliverables***

The Schneider Corporation will provide the following products and services toward the development and implementation of a Geographic Information System (GIS) for Noble County, Indiana. All data layers will be digital, georeferenced to the State Plane NAD83 HARN coordinate system (this will be approved by the County Surveyor), units feet; and seamless within and between data layers for the entire project (subject to the availability and quality of the data sources provided to The Schneider Corporation by local project officials). The Schneider Corporation will use the 'best available' digital and paper map and database sources identified below and provided by the local project officials at the time the project is started. Vector data layers will be delivered in Environmental Systems Research Institute, Inc. (ESRI) compatible format. In the following descriptions of data layers, 'attribute' refers to populating a map layer database with a map feature name or identification number. 'Label' and 'annotation' refers to creating and placing text description in the map view to provide visual information about map features; though some labeling may duplicate attribution, label text is not stored in the map layer database.

**CADASTRAL**

1. **Digital orthophotography**
  - a. Incorporate new digital orthophotography and planimetric data provided to Schneider by the Client at the beginning of the project.
    - i. Data will be added 'as is', with no checks or data correction to be performed as part of this contract.
2. **United State Public land survey (USPLS)**
  - a. United State Public land survey (USPLS) section and survey polygon data layers using the Client's existing digital (or photo identifiable paper) section corner monument data provided to The Schneider Corporation at the beginning of the project. In absence of any section corner monument data, photo interpretation will be used.
  - b. The section polygon data layer will be attributed with section number.
  - c. The survey township polygon data layer will be attributed with tier and range.
3. **County political township polygon data layer**
  - a. County political township polygon data layer developed from the digital USPLS data and existing county maps provided to The Schneider Corporation at the beginning of the project.
  - b. County political township polygon data layer will be attributed with political township name, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.
4. **County polygon data layer**
  - a. County polygon data layer developed from the digital USPLS data and existing county maps provided to The Schneider Corporation at the beginning of the project.
  - b. County polygon data layer will be attributed with county name.
5. **USPLS corner index polygon data layer**
  - a. USPLS corner index polygon data layer from corner certificate data provided to The Schneider Corporation at the beginning of the project.

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: GIS Development & Services**

- b. USPLS corner index polygon data layer will be attributed with source data reference type and thematically coded by type.
- 6. **Scanned and linked USPLS corner certificates**
  - a. Scanning and indexing of up to 2,000 corner certificate (or tie) documents provided to The Schneider Corporation at the beginning of the project. Documents in excess of 2,000 will be billed at \$12.00 per document. If the total number of documents is less than 1,800 Schneider will adjust the fixed fee amount to \$12.00 per documents provided.
  - b. Establish a 'point and click' link between the scanned and indexed corner certificate (or tie) documents and the USPLS corner certificate index polygon data layer.
- 7. **Railroad line data layer**
  - a. Incorporation of existing railroad centerline line data layer provided to Schneider by Client at the beginning of the project.
  - b. Railroads will be attributed with railroad name; as identified on the most up to date railroad map provided to The Schneider Corporation at the beginning of the project.
  - c. Railroads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the railroad name, as identified in the attribute database.
- 8. **Rights-of-Way polygon data layer**
  - a. Rights-of-Way polygon/polyline data layer developed from existing AutoCAD data. Some CAD data may not be structured to enable polygon closure.
  - b. Up to 4 attribute fields will be added to the GDB, and populated from existing ROW books provided to Schneider at the beginning of the project.
- 9. **Cadastral data layers**
  - a. Lot polygon/line data layer
    - i. Lot polygon/line data layer from existing AutoCAD data, digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion.
    - ii. Lots that are closed polygons in the existing AutoCAD data will be attributed with Lot Number, as identified in existing AutoCAD data.
    - iii. Lots attributed with Lot Number will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the lot number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
    - iv. Lots will be manually labeled with lot dimensions, as identified on the ~1,000 existing plats and surveys provided to Schneider in digital tiff format by the Client at the beginning of the project. Lot dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
  - b. Parcel polygon data layer
    - i. Parcel polygon data layer, for up to 36,050 polygon parcels, from existing AutoCAD data, digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Parcels in excess of 36,050 will be billed at \$24.00 per parcel. Since excess parcels will be the result of new splits, and require a different conversion methodology than the data translation performed on the existing AutoCAD files, if the total parcel count is less than 36,050 no fee reduction will apply.
    - ii. Parcels will be aligned to the new USPLS base map using displacement vectors, interpreted from the old cadastral base map and the new orthophotography based USPLS base map.
    - iii. Parcels will be attributed with Parcel Number, as identified on existing tax maps or tax/real estate/CAMA databases.

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- iv. Parcels will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
      - v. Parcels Land Hooks existing in the AutoCAD data will be converted and exist as static labels placed at a fixed scale. No additional Land Hooks will be created.
    - c. Historic parcel line data layer
      - i. Historic parcel line data layer, from existing AutoCAD data provided to The Schneider Corporation at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion. No additional data check or modification will be done for this layer.
    - d. Block polygon data layer
      - i. Block polygon data layer, from existing AutoCAD data, digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion.
      - ii. Blocks will be attributed with Block Number, as identified in existing AutoCAD data.
      - iii. Blocks will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the block number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
      - iv. Blocks will be manually labeled with block dimensions, as identified on the existing tax maps. Block dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
    - e. Subdivision polygon data layer
      - i. Subdivision polygon data layer, from existing AutoCAD data, digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion.
      - ii. Subdivisions will be attributed with Subdivision Name, as identified in the existing AutoCAD data; or by the Client if data is absent.
      - iii. Subdivisions will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the subdivision name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
    - f. Corporate Limits polygon data layer
      - i. Corporate limit polygon data layer, from existing AutoCAD data provided to Schneider by the Client at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion.
      - ii. Corporate limits will be attributed with Corporation Name, as identified by the Client.
      - iii. Corporate limits will be adjusted to final Corporate Annexations boundaries.
      - iv. Corporate limit changes beyond the original layer will be billed at \$70 per change. Since changes to the corporate limit data layer will be the result of new updates and require a different conversion methodology than the data translation performed on the existing AutoCAD files, no fee reduction will apply.
- 10. **Zoning polygon data layer**
  - a. Zoning polygon data layer developed from existing zoning map(s) provided to The Schneider Corporation at the beginning of the project.

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: GIS Development & Services**

- b. The zoning data layer will be attributed with zoning code, as identified on the source maps provided.
- 11. **Land Use polygon data layer for assessment purposes**
  - a. Land Use polygon data layer developed for assessment purposes from the orthophotography using photo interpretation and any existing land use records the client may provide.
  - b. Land Use will be interpreted for all non-residential parcels as determined by the CAMA data.
  - c. Land use will be attributed with Land Use code, as identified by the client at the beginning of the project.
  - d. Land use will be thematically displayed within the GIS for ease of clarification of land use type.
- 12. **Flood Zone polygon data layer**
  - a. Flood Zone polygon data layer developed from current FEMA FIRM maps acquired by The Schneider Corporation.
  - b. Flood zones will be attributed with floodplain type (100 year vs. 500 year).
- 13. **Computer Generated Watershed polygon data layer**
  - a. Watershed polygon data layer developed from the existing contours provided to Schneider by the Client at the beginning of the project.
  - b. The watershed polygon data layer will not be attributed.
- 14. **Administrative Watershed polygon data layer**
  - a. Watershed polygon data layer developed from existing AutoCAD data provided to Schneider by the Client at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion.
  - b. The watershed data layer will be attributed with watershed name, as identified on the source maps provided.
- 15. **Hydrography polygon and line data layers**
  - a. Incorporation of existing hydrography polygon and line data layers provided to Schneider by Client at the beginning of the project.
  - b. Hydrography will be attributed with feature name; as identified on the most up to date county map provided to The Schneider Corporation at the beginning of the project.
- 16. **Legal Drains line and point data layers**
  - a. Legal drain line and point data layers from existing digital AutoCAD data and paper maps provided to Schneider by the Client at the beginning of the project. This layer will include regulated ditched and tiles.
- 17. **Soils polygon data layer**
  - a. Soils polygon data layer from NRCS digital data, integrated into a seamless layer.
  - b. Existing soils data will be attributed with Soil Map Symbol (SMS) code (provided by NRCS). No additional attribution beyond what the NRCS provides will be added.
  - c. Soils will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the soil map symbol, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- 18. **Political voting district polygon data layer**
  - a. Political voting district polygon data layer from existing AutoCAD data provided to Schneider by the Client at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion.
  - b. Political voting districts will be attributed with voting district number/code (or name), as identified on the source maps.
- 19. **Project Services**
  - a. Project and system design including:
    - i. Development of a data dictionary
    - ii. Development of a procedures manual



**ATTACHMENT A  
SCOPE OF SERVICES**

**Name of Project: GIS Development & Services**

- iii. Project file setup
  - iv. On site setup and installation
  - b. Training
    - i. One, 2 day "Introduction to ArcGIS I" class for up to 5 people at The Schneider Corporation's office at Historic Fort Harrison.
    - ii. One, 1 day "Customized Applications" class for up to 5 people at The Schneider Corporation's office at Historic Fort Harrison.
    - iii. Two, 2 day on site customized training sessions.
  - c. Project management
    - i. The setup and configuration of a Project Desktop web site, which enables client access to up to date project records, improved communication tools, and ongoing project status reports.
    - ii. Daily project administration, with an established client reporting schedule.
  - d. Cadastral Quality Assurance management, including customization of procedures to best fit the client's needs, tax roll reconciliation, and process review.
  - e. The development of an integrated ArcIMS web site for public or private use. The web site will be set up with restrictive password controlled access until the client approves public access.
  - f. Twelve months of web hosting of the client web site, with statistical usage reports available for site monitoring.
    - i. \$1,000 per month fee (allocated in fixed fee amount of CADASTRAL phase).
    - ii. Web site hosting will begin on the first day of the month following the installation of the final parcel data set.
  - g. Development of an interactive connection, using the parcel identification number, between the GIS parcel data layer and both the LOW taxation and the Ecama appraisal database files to produce web based parcel taxation and valuation, residential dwelling appraisal, and parcel agricultural land value reports. Web hosting includes frequent (daily to weekly) updates of the parcel information from the LOW and Ecama software databases and mutually agreed upon report changes up to the date of GIS project installation. Certain hardware and software configurations may affect update frequency, and may require additional third party software (not included in the project cost). The update feature requires a dedicated internet access with a minimum speed of 128K.
  - h. Development of an interactive connection, using the parcel identification number, between the GIS parcel data layer and both the Softworks and ThinkMap database files provided to Schneider corporation in a industry standard format. Certain hardware and software configurations may affect update frequency, and may require additional third party software (not included in the project cost).
  - i. Development of an interactive connection, using the parcel identification number, between the GIS parcel data layer and both the Land Ownership Database data provided to Schneider corporation in a industry standard format. Certain hardware and software configurations may affect update frequency, and may require additional third party software (not included in the project cost).
  - j. Metadata files for each layer create or converted by The Schneider Corporation for this project.
- 20. Software (all copies will be current shipping versions, for the Windows NT SP6a or 2000 operating system)**
- a. One copy of ArcEditor GIS 8.x, single seat license
  - b. Two copies of ArcView GIS 8.x, single seat license
  - c. One copy of ArcSDE Server, single server license (provided through cooperative agreement with ERSI)
  - d. One copy of SQL Server, single server license
  - e. Two copies of Customized Navigation extension, single seat license

\* \* \* COMMUNICATION RESULT REPORT ( DEC. 5.2007 3:53PM ) \* \* \*

|               |        |                 |                      |        |
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| 320 MEMORY TX |        | 913172328779    | RESULT               | PAGE   |
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## REASON FOR ERROR

E-1) HANG UP OR LINE FAIL  
E-3) NO ANSWER

E-2) BUSY  
E-4) NO FACSIMILE CONNECTION

### ATTACHMENT A SCOPE OF SERVICES

Name of Project: GIS Development & Services

- f. Two copies of Customized Parcel Maintenance extension, single seat license
- g. One copy of TSC's AgOverlay extension, single seat license
- h. One copy of TSC's Watershed Benefited Acres extension, single seat license.
- i. One site license of Schneider's remote access software for use within Noble County, IN.

E911

#### 1. Road centerline line data layer

- a. Incorporation of existing road centerline line data layer provided to Schneider by Client at the beginning of the project.
- b. Based upon NENA-02-010 standards, the following attributes will be populated:
  - i. Road names will be broken into *ROADNAME*, *SUFFIX*, *PREDIR*, and *POSTDIR*; and will be populated from road names identified on the most up to date county road map provided to The Schneider Corporation at the beginning of the project.
  - ii. Road address ranges will be attributed with left and right assignments including: *LLO*, *LHI*, *RLO*, and *RHI*.
  - iii. Roads will be attributed with Emergency Service Zone information including: *LESN* and *RESN*.
  - iv. Roads will be attributed with MSAG Town Boundary information including: *LCOMMUNITY* and *RCOMMUNITY*.
  - v. Roads will be attributed with the County Identification code including: *LFIPS* and *RFIPS*.
  - vi. Roads will be attributed with additional information including: *ROADCLASS*, *ALIAS* and *ONEWAY*.
- c. The following attribute fields will be added to the database schema, for the Client to populate as needed:
  - a. Road type
  - b. Year work performed

Will be labeled using auto-labeling routines in the GIS software which allow for multi-

**ATTACHMENT A**  
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  - iv. Roads will be attributed with MSAG Town Boundary information including: *LCOMMUNITY* and *RCOMMUNITY*.
  - v. Roads will be attributed with the County Identification code including: *LFIPS* and *RFIPS*.
  - vi. Roads will be attributed with additional information including: *ROADCLASS*, *ALIAS* and *ONEWAY*.
- c. The following attribute fields will be added to the database schema, for the Client to populate as needed:
  - a. Road type
  - b. Year work performed
- d. Roads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street name, as identified in the attribute database.
- e. The Schneider Corporation will compare the final road centerline line data layer attribute table with the Master Street Address Guide (MSAG), provided to The Schneider Corporation at the beginning of the project, and developed a consistency report for the client's review. Any changes that are the result of discrepancies between the data sources provided by the client will be the client's responsibility to correct.

**2. Site location point data layer**

- a. Site address location point data layer developed from the digital orthophotography and existing digital occupancy (911, utility billing, etc.) database, provided to The Schneider Corporation at the beginning of the project, for up to 27,000 address location points. Locations in excess of 27,000 will be billed at \$11.00 per location. If the total number of address points is less than 24,300 Schneider will adjust the fixed fee amount to \$11.00 per address point.
- b. Points will be placed on all house locations and auxiliary buildings with a footprint of 10x10 or larger.
- c. Based upon NENA-02-010 standards, the following attributes will be populated:
  - i. Site location points address information will be broken into *HOUSENUM*, *UNIT*, and *ROADNAME*.
  - ii. Sites will be attributes with *SITETYPE*, *COMMUNITY*, and *ESN*.

## ATTACHMENT A SCOPE OF SERVICES

### Name of Project: GIS Development & Services

- iii. Sites will be attributed with additional information including: *FLD\_TS* (timestamp of visit), *DRIVEWAYID* (if applicable), *FLD\_METER* (if applicable), *FLD\_COMMENTS* (indicating type of auxiliary building or other comments), *CAMA\_HN* (CAMA house number, if applicable), *CAMA\_ADDR* (CAMA address, if applicable) and *CAMA\_PIN* (if applicable).
- d. Driveway/house location points will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street address number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- 3. **Driveway line data layer**
  - a. Driveway line data layer for driveways that have obstructed view or have a length greater than 100 ft. will be digitized from the digital orthophotography.
- 4. **Emergency Service Zone polygon data layer**
  - a. Emergency Service Zone district polygon data layer from existing emergency response maps provided to The Schneider Corporation at the beginning of the project.
  - b. Based upon NENA-02-010, the following attributes will be populated: *FIRE*, *EMS*, *LAW*, *PSAPID* and *ESN*.
- 5. **Emergency Service Agency point data layer**
  - a. Emergency Service Agency point data layer from field verification.
  - b. Emergency Service Agency point data layer will be attributed with Name and Address.
- 6. **Project Services**
  - a. Project and system design including:
    - i. Development of a data dictionary
    - ii. Development of a procedures manual
    - iii. Project file setup
    - iv. On site setup and installation
  - b. Training
    - i. One, 1 day Dispatcher class for up to 5 people at Noble County.
    - ii. One, 1 day Administrator class for up to 3 people at Noble County.
    - iii. On site customized training sessions for up to 5 people each are also available on an hourly service basis if needed beyond the scheduled training.
  - c. Project management
    - i. Daily project administration, with an established client reporting schedule.
  - d. E911 Quality Assurance management, including customization of procedures to best fit the client's needs; Reports will be available to the Client for additional data review and correction.
  - e. E911 Database Standardization
    - i. Schneider will create a new database by standardizing the existing CAMA, MSAG, and available utility databases into a NENA-based data structure. Some fields may not be populated as part of this standardization.
    - ii. Schneider uses USPS standards in abbreviations, naming conventions, etc.
  - f. E911 Field Verification
    - i. Field verification of up to 27,000 sites.
    - ii. Site address, type, and road names will be verified. Although 100% field verification is the project goal, it is probably that a small percentage (3-5%) will be inaccessible and will need to be verified by the Client.
  - g. Metadata files for each layer create or converted by The Schneider Corporation for this project.

### HOURLY SERVICES

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: GIS Development & Services**

1. Parcels will be manually labeled with **parcel dimensions**, as identified on the existing plats and surveys provided to Schneider by the Client at the beginning of the project. Parcel dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
  - a. Provided on demand by submitting source documents to Schneider during the CADASTAL phase of the project.
  - b. Not to Exceed \$10,000.
2. **E911 Software (all copies will be current shipping versions, for the Windows 2000 Professional or XP Professional operating system)**
  - a. If needed, The Schneider Corporation will create an automated routine that exports 911 data layers from the ESRI GeoDatabase (created in NAD83 State Plane coordinates) and convert it to Geographic Coordinates for use in the 911 system.
  - b. Six (6) seats of GeoComm's GeoLynx mapping software.

Deliverables are subject to the following restrictions, cautions and disclaimers:

- a. Map features in a Geographic Information System (GIS), including but not limited to public land reference system corners and markers, ownership boundaries, road centerlines and rights-of-way, utility lines and controls, engineering structures, natural resources, and other jurisdictional boundaries are representations of original data sources for purposes of data access and analysis.
- b. Digital data in a GIS do not replace or modify site surveys, deeds and other conveyances, original and as built engineering plans, and other original drawings and/or legal documents that establish land ownership, land use, or on-site structure location. Any and all data remains property of the Client, and will be returned upon completion of the project.
- c. No field surveys or records research are undertaken to discover what variations, if any, derived land reference system boundaries deviate from monumented corners of record. Because The Schneider Corporation has no legal authority to determine or assign land title, any derived land reference system boundaries should not be construed as legal documents or evidences of land subdivision.
- d. The Schneider Corporation will collaborate with local project officials to procure relevant maps, database files, and other documents needed to deliver the proposed products and services, but will not perform research to locate archived records unless specified as a delivered product or service in Scope of Work.
- e. Apparent errors and omissions in data layers that preclude performance by The Schneider Corporation of the products or services specified in Scope of Work will be reported to the appropriate local project individuals; these reports should not be construed as necessarily being comprehensive or exhaustive. The Schneider Corporation will apply procedures to minimize data errors and discrepancies during the data creation and conversion processes; however final data verification will be the responsibility of OWNER.

**Subcontractors**

The Schneider Corporation has no plans to subcontract out any portion of the Cadastral Mapping and/or E911 Database, GIS Data, or other aspects of the products and/or services related to those two tasks (other than COTS software). The Schneider Corporation will work with the aerial photography provided to integrate the digital imagery in the County wide GIS.

The Schneider Corporation may, with prior approval of local officials in charge of the project, subcontract out portions of the data conversion work. If that occurs, all project design, administration, and implementation (including training and tech support) will be done by The Schneider Corporation staff.

**Cost**

Some costs are based on conversion or creation of a specified number of features as a line item in the 'Products and Services' section of this proposal. If the number of features for any line item exceeds that specified in this proposal, additional charges at the prevailing unit rate will be assessed.

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: GIS Development & Services**

***Project Length and Completion***

Estimated length of this project is 12 months from a projected start date of January, 2004 provided all digital orthophotography is delivered on schedule to The Schneider Corporation, with a projected completion date of December 31, 2004. The Schneider Corporation will not be liable for delayed performance caused by the failure of local project officials, agents of the local project officials, or any County subcontractor to supply to The Schneider Corporation data or services in a timely manner; delays in the delivery of the digital orthophoto products; or any other reasons or causes not the fault of The Schneider Corporation.

***Changes***

As part of the quality control process, The Schneider Corporation will establish a review process with Noble County. The Schneider Corporation will make any reasonable changes and corrections reported back to The Schneider Corporation within 30 days of the delivery of the final digital data to local project officials. Changes reported after 30 days will be made at The Schneider Corporation's discretion and may be extra cost.

***Client shall provide to Professional the following:***

To ensure that the products and services are provided in an accurate, timely, and comprehensive manner, the Client is expected to provide to the Professional at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by the Professional in order to prepare the digital data sets or other services specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to the Professional's requests for data and system information.
- Office space, equipment, and supplies as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; conduct interviews and project meetings; and respond to the Professional's requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

**ATTACHMENT B  
FEE SCHEDULE  
Name of Project: GIS Development & Services**

Client shall compensate Professional for services rendered in accordance with the following:

**Fixed Fee -** Client shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Professional, and regularly communicated with the client.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

**Hourly Services -** Client shall receive monthly invoices reflecting the prior month's Hourly services.

***Hourly Fee Schedule***

| <b>JOB TITLE</b>                | <b>REGULAR HOURLY<br/>RATE</b> |
|---------------------------------|--------------------------------|
| GIS DIRECTOR                    | \$126.00                       |
| GIS SENIOR PROJECT MANAGER      | \$150.00                       |
| GIS PROJECT, PRODUCTION MANAGER | \$125.00                       |
| GIS SENIOR PROGRAMMER           | \$175.00                       |
| GIS PROGRAMMER                  | \$125.00                       |
| GIS SENIOR SPECIALIST           | \$175.00                       |
| GIS SPECIALIST                  | \$125.00                       |
| GIS SENIOR TECHNICIAN IV        | \$75.00                        |
| GIS SENIOR TECHNICIAN III       | \$70.00                        |
| GIS TECHNICIAN II               | \$65.00                        |
| GIS TECHNICIAN I                | \$60.00                        |
| ADMINISTRATION                  | \$50.00                        |

**Hourly Services Expenses:**

Travel time for onsite visits will billed at \$45.00 per hour.

Mileage will be billed at 36 cents per mile.

|                                |               |
|--------------------------------|---------------|
| Certified mailings or Shipping | at cost       |
| Other out-of-pocket expenses   | cost plus 10% |

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

**DESIGNATION OF CLIENT'S REPRESENTATIVE**  
**Name of Project: GIS Development & Services**

In accordance with Paragraph 4(1) of the Professional Services Agreement between Noble County, Indiana ("CLIENT") and The Schneider Corporation ("Professional"), dated **December 22, 2003**. Client hereby designates **Steve Hook** to act as Client's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☐ No Exceptions

☐ Exceptions (list below)

**CLIENT**

Noble County, Indiana

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: December 22, 2003



**AUTHORIZATION TO PROCEED**  
**Name of Project: GIS Development & Services**

In accordance with Paragraph 3 of the Professional Services Agreement between Noble County, Indiana ("CLIENT") and The Schneider Corporation ("Professional"), dated **December 22, 2003**, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

- ☒ **Fixed Fee - Cadastral (\$605,321.00)**
- ☒ **Fixed Fee - E911 (\$292,910.00)**
- ☒ **Hourly services - Parcel Dimensioning (Not to exceed \$10,000.00)**
- ☐ **GeoComm GeoLynx – Six (6) Seats of Mapping Software (\$30,000.00)**
- ☐ **GeoComm Training – Two (2) days on-site GeoComm training (\$5,664.00)**

Contingent upon Funding Authorization.

**CLIENT**

Noble County, Indiana

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: December 22, 2003